

**ZB# 86-18**

**Greg Horrace**

**65-1-4,5,6,7**

86-18. Horrace, Greg - area variance (Canary)

Prelim.  
6/9/86

2nd Prelim.  
6/23/86

App. furnished

Public Hearing:  
Aug. 11, 1986.

Area  
variances  
granted  
8/11/86

# General Receipt

7954

TOWN OF NEW WINDSOR

555 Union Avenue  
New Windsor, N. Y. 12550

August 1, 19 86

Received of Gregory Horace \$ 25.00

Twenty - Five and 00/100 DOLLARS

For Variance Application Fees # 8618

DISTRIBUTION:

FUND	CODE	AMOUNT
Ch # 1454		25.00

By Pauline G. Townsend  
ES

Town Clerk

Title

Williamson Law Book Co., Rochester, N. Y. 14609

NEW WINDSOR ZONING BOARD OF APPEALS

-----x

In the Matter of the Application of

DECISION GRANTING  
AREA VARIANCE

GREG HORRACE and THOMAS & CHERRY  
CANARY.

#86-18.

-----x

WHEREAS, GREG HORRACE, contract purchaser, 15 River Avenue, Cornwall, New York, and THOMAS & CHERRY CANARY, owners, 11345 S.W. 107 Court, Miami, Florida 33176, have made application before the Zoning Board of Appeals for 25 ft. lot width and 11 1/2 ft. front yard variances for purposes of construction of residential dwelling on Shore Road, New Windsor, N. Y.

WHEREAS, a public hearing was held on the 11th day of August, 1986 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant HORRACE represented himself;  
and

WHEREAS, the application was unopposed;

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to construct a residential dwelling on a lot with insufficient lot width and front yard in an R-4 zone.

3. The evidence presented by the applicant substantiated the fact that practical difficulty would be encountered if the applicant was denied the variance.

WHEREAS, the Zoning Board of Appeals makes the following findings of law in this matter:

1. The evidence shows that the applicant will encounter practical difficulty if the area variance requested is not granted since there is no additional property which can be acquired in order to meet the bulk requirements.

2. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood which is residential in nature.

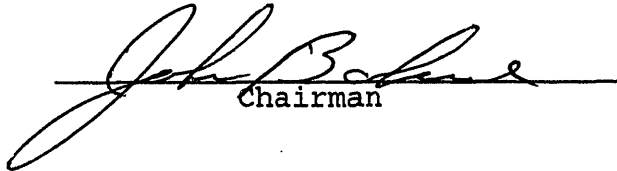
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 25 ft. lot width and 11 1/2 ft. front yard variance in accordance with plans submitted at the public hearing with the stipulation that the driveway must exit on Shore Drive.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 8, 1986.

  
Chairman

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 86-18.

Date: 7/17/86.

I. Applicant Information:

- (a) Thomas & Cherry Conway #11345 SW 107 Ct, Miami FL 33176  
(Name, address and phone of Applicant) (Owner)
- (b) Gregory & Patricia Horacio, 15 River Ave Cornwall-on-Hudson NY 534-7489  
(Name, address and phone of purchaser or lessee)
- (c) Mr. Kevin Brennan, 284 Main St, Cornwall, N.Y. 534-7545  
(Name, address and phone of attorney)
- (d) Shelly Schelhammer % Cherry Patch Real Estate 350 Hudson St. Cornwall-on-Hudson  
(Name, address and phone of broker) 534-5555

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Special Permit

III. Property Information:

- (a) R-4 Shore Rd New Windsor 65-1(4-7) 75 x 230  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none.
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes.
- (d) When was property purchased by present owner? \_\_\_\_\_
- (e) Has property been subdivided previously? No When? -
- (f) Has property been subject of variance or special permit previously? NO When? -
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No Yes..
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NOT APPLICABLE

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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V. ☒ Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. D & E.

Requirements	Proposed or Available	Variance Request
Min. Lot Area	<u>17,250 ft<sup>2</sup></u>	
Min. Lot Width <u>100'</u>	<u>75 ft</u>	<u>25'</u>
Reqd. Front Yd. <u>35'</u>	<u>23 1/2'</u>	<u>11 1/2'</u>
Reqd. Side Yd. <u>1</u>		
Reqd. Rear Yd.		
Reqd. Street Frontage*	<u>75 ft.</u>	
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		

\* Residential Districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

I cannot change the existing dimensions of the property. There is no additional property available to purchase in order to meet the bulk requirements in this zone.

VI. ☒ Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.
- (b) Describe in detail the use and structures proposed for the special permit.

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

VIII. ✓ Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

*Split level one-family home - wood frame*  
*which will fit in nicely with the*  
*neighboring homes in the area.*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IX. ✓ Attachments required:

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.  
☒ Copy of tax map showing adjacent properties.  
☒ Copy of contract of sale, lease or franchise agreement.  
☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.  
*N/A* ☐ Copy(ies) of sign(s) with dimensions.  
☒ Check in the amount of \$ 2500. payable to TOWN OF NEW WINDSOR.  
*N/A* ☐ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 7/17/86.

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Megory Horan  
(Applicant)

Sworn to before me this

17th day of July, 1986.

Patricia Delio

PATRICIA DELIO  
NOTARY PUBLIC, State of New York  
No. 5970775  
Qualified in Orange County  
Commission Expires March 30, 1987.

XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_.
- (b) Variance is \_\_\_\_\_.
- Special Permit is \_\_\_\_\_.
- (c) Conditions and safeguards: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

August 12, 1986

Mr. Gregory Horrace  
15 River Avenue  
Cornwall, N. Y. 12520

RE: APPLICATION FOR AREA VARIANCES  
#86-18

Dear Greg:

This is to confirm that a public hearing was held regarding the above-entitled application before the Zoning Board of Appeals. The Board voted to grant the above request for area variances. This decision was made at the August 11, 1986 meeting.

Formal decision will be drafted at a later date and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

*Patricia Delio*

PATRICIA DELIO  
Secretary to Zoning Bd. of Appeals

/pd

cc: Town Building Inspector  
Planning Board

8/11/86 - Horrace / Greg - Public Hearing #86-18

Name:

Address:

Eric Johnson 241 Blanche ave N.W.  
Bob Buchanan Hillcrest Dr. N.W.  
Ruth Thompson R 114 Oak Hill NW  
James P. McGinnis 353 Shore Drive  
Carole McGinnis " " "

obj.

3

TOWN OF NEW WINDSOR  
ORANGE COUNTY, N. Y.  
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. ....

Date 5/27/, 1986

To MR. GREGORY HORRACE (contract purchaser)  
15 RIVER AVE Mrs. Canary  
CORNWALL N.Y. 12520

PLEASE TAKE NOTICE that your application dated MAY 22, 1986

for permit to BUILD HOME

at the premises located at BEACH DRIVE + SHORE DR  
BEAVER DAM LAKE

is returned herewith and disapproved on the following grounds:

R 4 ZONE REQUIRED FRONT YARD 35' FEET  
REQUIRED REAR YARD ~~40' FEET~~  
LOT WIDTH REQ 100' HAS 75' NEEDS 25'

Mahal Bubak  
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width	<u>100</u>	<u>75'</u> <u>25'</u>

OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. ....

Date 5/27/, 1986

To MR. GREGORY HORRACE (contract purchaser)  
15 RIVER AVE Mrs. Canary  
CORNWALL N.Y. 12520

PLEASE TAKE NOTICE that your application dated MAY 22, 1986  
 for permit to BUILD HOME  
 at the premises located at BEACH DRIVE + SHORE DR  
BEAVER DAM LAKE

is returned herewith and disapproved on the following grounds:

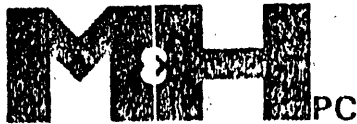
R 4 ZONE REQUIRED FRONT YARD 35' FEET  
REQUIRED REAR YARD ~~25' FEET~~  
LOT WIDTH REQ 100' HAS 75' NEEDS 25'

Michael Bukach  
 Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width <u>100</u>	<u>75'</u>	<u>25'</u>
Reqd. Front Yd. <u>35'</u>	<u>23 1/2'</u>	<u>11 1/2'</u>
Reqd. Side Yd. <u>7'</u>	<u>7'</u>	<u>7'</u>
Reqd. Rear Yd. <u>40'</u>	<u>7'</u>	<u>7'</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**		

\* Residential Districts only

\*\* Non-residential districts only



McGOEY and HAUSER  
CONSULTING ENGINEERS P.C.

45 QUASSACK AVE (ROUTE 9W)  
NEW WINDSOR, NEW YORK 12550

TELEPHONE (914) 562-8640  
PORT JERVIS (914) 856-5600

12 June 1986

76A  
Rec'd. 6/16/86

Licensed in  
New York  
New Jersey  
Pennsylvania

MEMORANDUM FOR RECORD

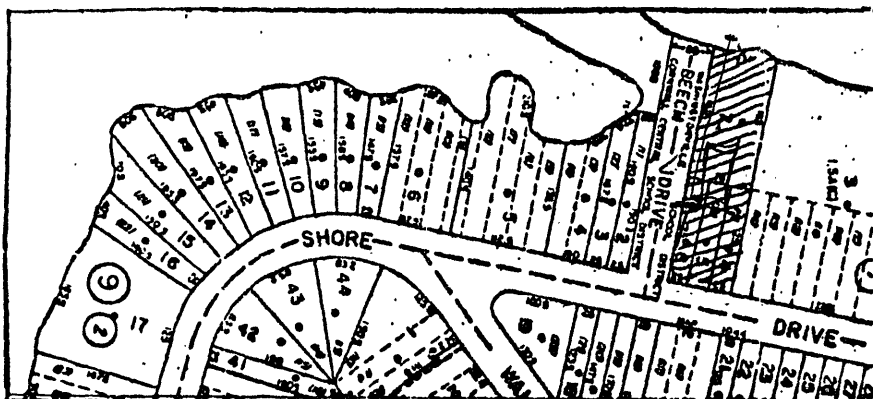
SUBJECT: TAX LOT SECTION 62/BLOCK 1/LOT 4,5,6 & 7

On this date I received a call from Gregg Harris who presently has an application before the Zoning Board of Appeals for an area variance. He asked if Beach Drive, located off of Shore Drive was a Town Road and could be used as his driveway to his house proposed for subject lot. I told Gregg I would review the condition of the road in the field and discuss the matter with the Town Attorney. A brief meeting was held this morning with Tad Seaman and Mike Babcock to discuss the matter. It was Tad Seaman's feeling that if the road was not improved and maintained on a regular basis by the Town that this roadway cannot be considered a public street and therefore should not be used as access for the lot in question. Tad suggested that the property owner be informed that if he has frontage on Shore Drive that this is to be considered is access from a public street. This afternoon I reviewed the condition of the road in the field and found that it simply acts as a driveway to the pumping station for Sewer 23. The property owner on the opposite of the driveway, however, uses this as access to his rear garage.

Respectfully submitted,

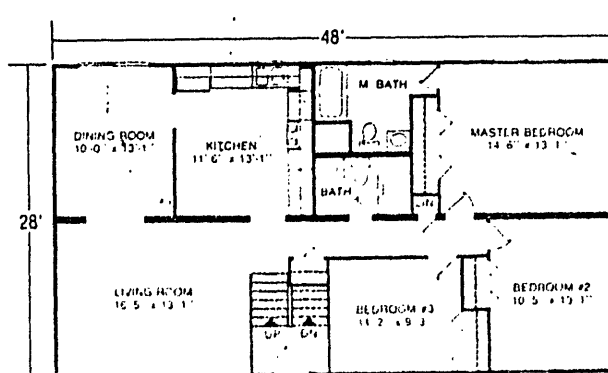
\_\_\_\_\_  
Richard D. McGoe, P.E.  
Principal

RDMfmd

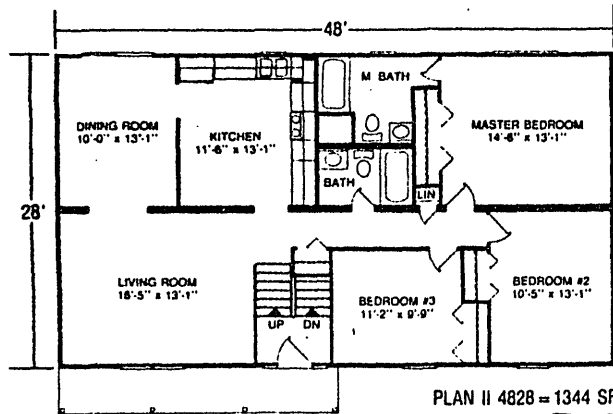


MLS#

ADDRESS SHORE DRIVE + WALNUT - NEW WINDSOR  
BEAVER DAM LAKE  
 USE BLACK FELT TIP PEN ONLY! ! ! !



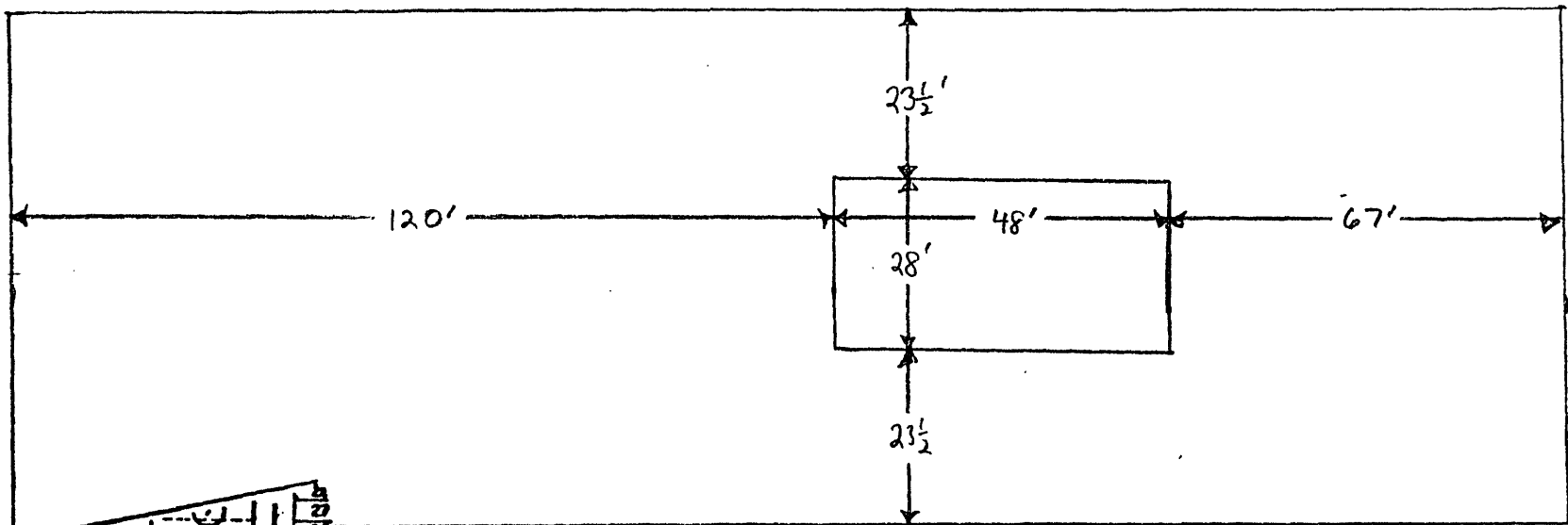
PLAN II 4820 = 1344 SF



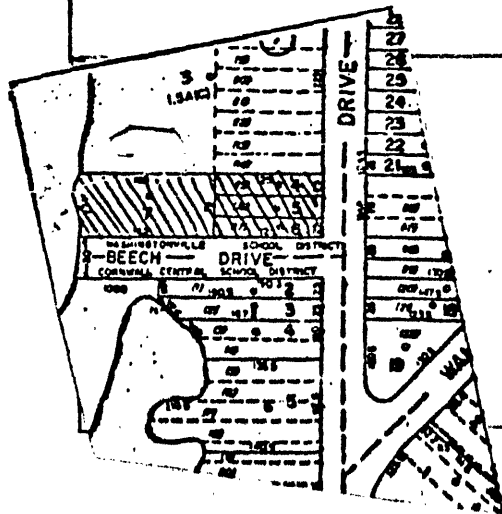
PLAN II 4828 = 1344 SF



LAKE



SHORT DRIVE



BEECH DRIVE



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

52

June 27, 1986

1763 Re: Section 62, Block 1, Lots 4 - 7

Dear Mr. Horrace:

According to my records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$75.00. Please remit the same to the Town Clerk, Town of New Windsor.

Very truly yours,

A handwritten signature in cursive script, reading "Christian E. Jahrling".

CHRISTIAN E. JAHRLING, IAO  
SOLE ASSESSOR

CEJ/jk  
Enc



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

Moore Helen Clark  
RD4 Box 349  
Shore Dr  
New Windsor NY 12550

Mans Donna M  
RD4 Box 351  
Shore Dr  
New Windsor NY 12550

Mans Lourens & Angeline  
RD4 Box 351  
Shore Dr  
New Windsor NY 12550

Allen Frank H & Alice M  
109 Windsor Pl  
Brooklyn NY 11201

Gooler Anthony A & Christine L  
RD4 Box 362 Walnut St  
New Windsor NY 12550

Rosenbauer Carl G  
& Laura  
RD4 Box 361 Walnut Ave  
New Windsor NY 12550

Miller William & Annie  
RD4 Walnut Ave  
New Windsor NY 12550

Galasso Anthony & Vincie  
RD4 Box 358B  
Walnut Ave  
New Windsor NY 12550

Mahoney John J & Nancy  
RD4 Walnut Ave  
New Windsor NY 12550

Kamas Joseph & Elizabeth  
RD4 Box 356 Walnut Ave  
New Windsor NY 12550

Staples Frederick S  
& Lorraine  
RD4 Walnut Ave  
New Windsor NY 12550

Rydewski Michael & Debra  
RD1 Mine Rd  
Highland Falls NY 10928

Grove Homes Inc  
PO Box 188  
Washingtonville NY 10992

Ventiera George Jr & Lorraine  
RD4 Box 350B Shore Dr  
New Windsor NY 12550

Ledecky Berta  
12 Bote Rd  
Greenwich Conn 06830

Agueli Nat  
RD4 Box 364 Walnut Ave  
New Windsor NY 12550

Wontz George Vincent  
& Frances I  
Station Rd  
Salisbury Mills NY 12577

Walsh William P Jr  
& Mary Ann  
545 Glenwood Ave  
Satellite Beach Fla 32937



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

Thompson John C  
RD4 Walnut Ave  
New Windsor NY 12550

Somma Salvatore & Barbara L  
RD4 Box 463 Oak Dr  
New Windsor NY 12550

McAdon Douglas D  
& Grace M  
RD4 Box 460 Oak Dr  
New Windsor NY 12550

Bowes William J & Stella M  
PO Box 313  
Vails Gate NY 12584

Gasparini Peter A  
& Carmel A  
Walnut Ave RD4  
New Windsor NY 12550

DiMitri Frank & Lorraine  
RD4 Walnut Ave  
New Windsor NY 12550

Proietto Mildred M,  
Anthony Edward & Paul  
RD4 Box 461  
Oak Dr  
New Windsor NY 12550

Williams Douglas  
175 Oak Dr  
New Windsor NY 12550

Losio Joseph & Winifred  
RD4 Box 325 Shore Dr  
New Windsor NY 12550

Colacurcio John J  
328 Shore Dr  
New Windsor NY 12550

Coffey Terrance J & Elizabeth P  
RD4 Box 331 Shore Dr  
New Windsor NY 12550

Dainty James A & Sonia M  
RR4 Box 313 Hillside Ave  
Greenwood Lake NY 10925

McCartney Edward P & Ann Marie E  
2 Dover Pl  
Hempstead NY 11550

McGrath Mary M  
RD4 Box 344 Shore Dr  
New Windsor NY 12550

Beaver Dam Lake Water Corp  
c/o Frank Schirmer  
Box 418 Shore Dr  
New Windsor NY 12550

McGuinness James P & Carol B  
RD4 Shore Dr  
New Windsor NY 12550

Campolo Mary R  
35 Lake Dr  
New Windsor NY 12550



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

Dunne John J  
RD4 Shore Dr  
New Windsor NY 12550

Clark James  
RD4 Box 350 Shore Dr  
New Windsor NY 12550

Collard Dorothy & Charles G  
RD4 Box 345 Shore Dr  
New Windsor NY 12550

Spencer Harold A & Kathryn P  
RD4 Box 347 Shore Dr  
New Windsor NY 12550

Johnson Eric & Bernice  
241 Daniher Ave  
New Windsor NY 12550

Spencer Frank & Elvina  
RD4 Box 347 Shore Dr  
New Windsor NY 12550

Kilroy Francis & Frances  
14 South Broadway  
Irvington NY 10533

Pallaroni Henry & Mildred H  
RD4 Shore Dr  
New Windsor NY 12550

Kimball Emma  
c/o EM Donnelly  
78 Westwood Dr  
Newburgh NY 12550

Snipel Corp  
27 Waring Rd  
Newburgh NY 12550

Strugger Stuart R  
RR1 Box 162A  
Salisbury Mills NY 12577

Heidelberg Jan  
56 Lake Rd  
Salisbury Mills NY 12577

Lipinski Adolf & Luise  
RD1 55 Lake Rd  
Salisbury Mills NY 12577

Cavallo Francesco E  
& Carla M  
21 Shore Lane  
Bayshore LI NY 11706

Rossetti Norma  
RD1 Lake Rd  
Salisbury Mills NY 12577

Dezse Janos & Mary  
PO Box 54A  
Salisbury Mills NY 12577

Carroll Edward & Grace  
RD1 Box 54  
Salisbury Mills NY 12577

Pat.

**PUBLIC NOTICE OF  
HEARING BEFORE  
ZONING BOARD  
OF APPEALS  
TOWN OF NEW WINDSOR**

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Law on the following proposition:  
Appeal No. 13

Request of Gregory Horace/Thomas R. Canary for a VARIANCE of the regulations of the Zoning Local Law to permit construction of one-family residential dwelling w/insufficient lot width and frontyard being a VARIANCE of Section 48-12-Table of Bulk/Use Regs. Cols. D & E for property situated as follows:  
Corner of Shore Road & Beech Drive, Beaver Dam Lake, New Windsor, NY Tax map designation Section 65-Block 1-Lots 4,5,6, & 7

SAID HEARING will take place on the 11th day of August, 1986, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N.Y. beginning at 7:30 o'clock p.m.

Jack Babcock  
Chairman  
By: Patricia Delio, Secy.

State of New York  
County of Orange, ss:

Ernest W. Smith, being duly sworn  
disposes and says that he is  
Publisher of the E.W. Smith  
Publishing Company, Inc. publisher  
of The Sentinel, a weekly newspaper  
published and of general circulation  
in the Town of New Windsor, and that  
the notice of which the annexed is  
a true copy was published once

in said newspaper, commencing on  
the 24<sup>th</sup> day of July A.D., 1986  
and ending on the 24<sup>th</sup> day of July  
A.D. 1986

Ernest W. Smith  
Subscribed and shown to before me  
this 11<sup>th</sup> day of Aug, 1986

Patricia Delio  
Notary Public of the State of New York  
County of Orange.  
My commission expires 3/31/87

PATRICIA DELIO  
NOTARY PUBLIC, State of New York  
No. 6970775  
Qualified in Orange County  
Commission Expires March 30, 1987

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD  
TOWN BUILDING/ZONING INSPECTOR BABCOCK

FROM: ZONING BOARD OF APPEALS

SUBJECT: PUBLIC HEARING BEFORE THE ZBA - 8/11/86

DATE: July 31, 1986

Please be advised that the following public hearings will be heard before the Zoning Board of Appeals on the above date:

WINDSOR COUNSELING GROUP - Interpretation  
(adjourned from 7/14/86)

SCHIAVONE, JOSEPH - Area variances;

KAHN, BERNARD - Area variances;

HORRACE, GREG/CANARY - Area variances;

HARRIS, BRYANT - Area variance;

MYHED CORP./SMITH, EVERETT & MARY - Use/Sign variance.

I have attached hereto copies of the pertinent applications (except Windsor Counseling Group which was previously submitted), together with public hearing notices which were published in The Sentinel.

Patricia Delio, Secretary  
Zoning Board of Appeals

/pd

Attachments

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 18

Request of Gregory Horrace / Thomas R. Canary

for a VARIANCE ~~SPECIAL PERMIT~~ of  
the regulations of the Zoning <sup>Local Law</sup> ~~Ordinance~~ to

permit construction of one-family residential  
dwelling of insufficient lot width & pentyard.

being a VARIANCE ~~SPECIAL PERMIT~~ of

Section 48-12 - Table of Bulk/Use Regs. - Cols. D & E  
for property situated as follows:

Corner of Shore Road & Beech Drive,  
Beaver Dam Lake, New Windsor, N.Y. -

Tax map designation Section 65-Block 1 - Lots 4, 5,  
6 & 7.

SAID HEARING will take place on the 11<sup>th</sup> day of

Aug., 1986, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at

7:30 o'clock P. M.

Jack Babcock.  
Chairman

# Contract of Sale

Date April 1986

Seller and Purchaser agree as follows:

**Parties**

Seller THOMAS R. CANARY and CHERRY E. CANARY, residing at 11345 SW 107  
address: Ct., Miami, Florida 33176,

Purchaser PATRICIA GILSON-HORRACE & GREGORY HORRACE, residing at 15  
address: River Ave., Cornwall-on-Hudson, New York 12520

**Purchase  
agreement  
Property**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows: SECTION 65, BLOCK 1, LOT 4 THROUGH 7,  
TOWN OF NEW WINDSOR, COUNTY OF ORANGE, STATE OF NEW YORK.

SEE SCHEDULE A ATTACHED HERETO

buildings and  
improvements  
Streets,  
assignment  
of unpaid  
awards

Fixtures,  
personal  
property

The sale includes:

(a) All buildings and improvements, on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

(c) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage(s). They include but are not limited to plumbing, heating, lighting and cooking fixtures, fire, smoke, and burglar alarms, radio and television aerials, blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vane, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings

Included in this sale are:

Price

3. The purchase price is ..... \$ 24,500.00  
payable as follows:

On the signing of this Contract, by check subject to  
collection: .....

\$ 2,450.00

By allowance for the principal amount still unpaid  
on the Existing Mortgage: .....

\$

By a Purchase Money Note and Mortgage from  
Purchaser (or assigns) to Seller: .....

\$

BALANCE AT CLOSING ..... \$ 22,050.00

The BALANCE AT CLOSING shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

Existing  
Mortgage

4. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"):  
Mortgage now in the unpaid principal amount of \$ ..... and interest at the rate of %  
per year, presently payable in ..... installments of \$ ..... which includes principal, interest,

and with any balance of principal being due and payable on

19 ..

Purchase  
money  
note and  
mortgage

5. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.

The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, Orange County, State of New York, known and distinguished as lot numbers 15, 16 and 17, Block 1, and the lands in the rear of said lots to the shore of Beaver Dam Lake, as shown upon a certain map entitled Beaver Dam Lake, Section 1, Lands of Henry Powell Ramsdell, Towns of Cornwall and New Windsor, Orange County, New York, made by Blake and Woodhull, engineers, dated April 22nd, 1931, and filed in the Office of the Clerk of the County of Orange, being more particularly bounded and described as follows:

BEGINNING at a point which is the intersection of the north line of Beech Drive with the west line of Shore Drive, said point of beginning being the southeast corner of lot 17 on said map, and runs thence along the west line of Shore Drive north 19° 24' east for 75 feet to the northeast corner of lot 15; thence at right angles to the west line of Shore Drive north 70° 36' west along the division line between lots 15 and 14 on said map and on the same line continued for 269 feet to the shore of Beaver Dam Lake; thence along the shore of Beaver Dam Lake south 32° 54' west for 77.13 feet to the north line of Beech Drive; thence along the north line of Beech Drive south 70° 36' east for 287 feet to the place of beginning.

TOGETHER with an easement or right of way as an appurtenance to said premises over all streets and parkways shown on said map and the right to use the Lake shown on said Map for boating, fishing, recreation and sports insofar as the party of the first part has the right to grant such use to the parties of the second part. It being understood and agreed by the parties hereto that only boats propelled by hand or wind shall be used upon said lake, and that no boats propelled by motors, engines or other mechanical power will be permitted or used thereon, and that said Lake shall not be used for any business purposes whatever.

ten (10) days of the date of this contract, an engineer's report confirming the suitability of placing a foundation on the subject premises for the construction of a one or two family residence

#### RIDER TO CONTRACT

1. The Seller shall give and the Purchaser shall accept a marketable title.

2. It is understood and agreed that all understanding and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The Purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

3. This agreement may not be changed or terminated orally.

4. Notwithstanding any other provision in this contract to the contrary, Purchaser acknowledges that he has examined the aforesaid premises and such of the personal property appurtenant thereof as is being conveyed under this contract, and that no warranty or representation has been made with respect to the physical condition thereof, and that the same is being conveyed "as is".

5. If the Sellers shall be unable to convey a good and marketable title, subject to and in accordance with this agreement, the sole obligation of Sellers shall be to refund the Purchaser's down payment made hereunder and to reimburse the Purchasers for the cost of title examination and, upon the making of such refund and reimbursement, this agreement shall wholly cease and terminate and

ten (10) days of the date of this contract, an engineer or architect confirming the suitability of placing a foundation on the subject premises for the construction of a building.

neither party shall have any further claim against the other, by reason of this agreement and the lien, if any, of the Purchasers against the premises shall wholly cease. The Sellers shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the premises marketable. The Purchasers may, nevertheless, accept such title as the Sellers may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Sellers. The acceptance of a deed by the Purchasers shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Sellers to be performed pursuant to the provisions of this agreement and no liability therefore on the part of the Sellers shall survive the delivery of the deed.

Patricia Gilson-Horace  
PATRICIA GILSON-HORRACE

Gregory Horace  
GREGORY HORRACE

Thomas R. Canary  
THOMAS R. CANARY

Cherry E. Canary  
CHERRY E. CANARY

ten (10) days of the date of this contract, an engineer's report confirming the suitability of placing a foundation on the subject premises for the construction of a building on the subject

- Property is to be conveyed subject to:
- (a) Applicable zoning and governmental regulations that affect the use and maintenance of the Property provided that they are not violated by buildings and improvements on the Property.
  - (b) Conditions, agreements, restrictions and easements of record.
  - (c) Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
  - (d) Existing tenancies.
  - (e) Unpaid assessments payable after the date of the transfer of title.

Use of  
purchase  
price to pay  
encumbrances

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

Deed and  
transfer  
taxes

8. At the Closing Seller shall deliver to Purchaser a Bargain & Sale w/ covenants against grantors a deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

Adjustments  
at closing

9. The following are to be apportioned pro-rata to the date of transfer:

- (a) Rents as and when collected.
- (b) Interest on the Existing Mortgage.
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
- (e) Fuel, if any.
- (f) Deposits in escrow held under Existing Mortgage.

Water meter  
readings

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

Fire, other  
casualty

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

Condition of  
Property

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

Seller unable  
to convey,  
liability

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

Closing date  
and place

14. The Closing will take place at the office of McGUIRK, LEVINSON, et al, P. O. Box 244, Estrada and Falkirk Rd., Central Valley, New York 10917 at 2:00 P .M. on or about 7/1/ 19 86 .

Broker

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker).

Purchaser's  
lien

16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

Notice

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

Entire  
Agreement

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

No Oral  
Change

19. This Contract may not be changed or ended orally.

Successors

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

Multiple  
Parties

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

22. This contract is subject to the property being a buildable lot.

23. This contract is subject to the purchaser's obtaining, within ten (10) dyas of the date of this contract, an engineer's report confirming the suitability of placing a foundation on the subject premises for the construction of a one or two family residence dwelling.

24. The contract downpayment shall be held in escrow by the Seller's attorney until closing.

Signatures

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

Use of  
purchase  
price to pay  
encumbrances

Deed and  
transfer  
taxes

Adjustments  
at closing

Water meter  
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16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

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24. The contract downpayment shall be held in escrow by the Seller's attorney until closing.

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER

THOMAS R. CANARY

CHERRY E. CANARY

PURCHASER

PATRICIA GILSON-HORRACE

GREGORY HORRACE